

# Exhibit A



### ELECTRICITY SUPPLY SERVICE AGREEMENT

Please read this Electricity Supply Service Agreement ("Agreement") and the attached General Terms carefully. If you have any questions, please ask for an explanation prior to signing. The words "Companies" mean Energetix, Inc., and/or NYSEG Solutions, Inc. while the words "Customer" refer to the Customer indicated in the signature block below. Both Customer and Companies are a Party to this Agreement and may be referred to collectively as "the Parties".

#### ADMINISTRATIVE, BILLING & CONTACT INFORMATION

**1. Customer to be served. This agreement is for service at the facility(s) identified below and on Addendum 1:**

Customer Name: \_\_\_\_\_ DBA: \_\_\_\_\_

**2. Billing information.** All bills to the customer should be sent to the following address:

Billing Address: Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact: \_\_\_\_\_ (Please Print) Phone (\_\_\_\_) \_\_\_\_\_ Facsimile: (\_\_\_\_) \_\_\_\_\_

**3. Correspondence information.** All notices to the customer should be sent to the following address:

Contact: \_\_\_\_\_ (Please Print)

Address: Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Facsimile: (\_\_\_\_) \_\_\_\_\_ Email Address: \_\_\_\_\_

#### AGREEMENT TERMS

Account # or PODid	Agreement Term		_____ months
Service Address			
Product	Electricity Supply	Term Start Date (See Item 4)	
Pricing Type		Term End Date (See Item 4)	
Price		Early Termination Fee	\$150 minimum, See Cancellation Penalty in General Terms
Pricing Index		Renewal Status	____ Auto with notification ____ Manual
Billing Method	____ Consolidated Utility ____ Dual	Customer Service	1-800-544-0182 for Energetix 1-800-567-6520 for NSI

**4. Term.** This Agreement will become effective on the date when executed by both Parties. Service will continue in effect for the term indicated. Service shall commence on the first eligible meter read date as defined by the Local Distribution Utility (LDU) tariff following the effective date of this Agreement and shall continue until the first eligible meter read following the Term End Date. Prior to the Term End Date, this agreement will continue in effect unless terminated by either Party per the Termination Clause. Agreement renewal shall be per Renewal Status as defined above and shall continue in accordance with renewal terms as defined at that time. If this agreement expires for any reason, and Companies continue to provide service without renewal, Companies may bill Customer at our market rate until such extension agreement is reached or our relationship ends.

**5. Price.** For each billing cycle, Customer will pay Companies for each kWh of service supplied under this Agreement an amount equal to the sum of: (a) Product as defined in Addendum 1; (b) state Gross Receipts Tax; and (c) any other applicable taxes (including sales tax). Customer will also be responsible for paying LDU electricity delivery charges consistent with the service classification as defined in the LDU tariff for the delivery of electricity service to Customer Facility(s).

**6. General Terms.** The General Terms attached hereto are incorporated in this Agreement by this reference.

WHEREFORE this Agreement is executed by the Parties by their signatures below.

**CUSTOMER:** \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

☐ NYSEG SOLUTIONS, INC.

☐ Energetix, INC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Management Approval: \_\_\_\_\_ Date: \_\_\_\_\_

### Addendum 1 Product Selection

	Product	Description
<input type="checkbox"/>	Fixed	The commodity supply rate is Fixed for the entire term of the agreement. Fixed price _____ (\$/kWh)
<input type="checkbox"/>	Market	The billing price will vary each billing period and includes all costs (except taxes). The price will be based on Companies managed portfolio pool cost and will include electric energy, capacity, ancillary services, and other associated costs. Companies managed portfolio pool plan is designed to reduce energy cost through expert analysis and energy purchasing strategies. The Market price can be converted to an available Fixed rate at any time during the term of the contract with 30 days written notice.
<input type="checkbox"/>	Index	The electric Index price is based on the customer selected NYISO Day Ahead Market (DAM) or Real-Time price applicable to the zone where the facility is located, plus a fixed adder, and applicable taxes. The adder is fixed for the term of the contract. Losses are not included and are passed through. The Index price can be converted to an available Fixed rate at any time during the term of the contract with 30 days written notice. <input type="checkbox"/> Real Time <input type="checkbox"/> Day Ahead Market in _____ Electric Zone/LBMP plus Fixed adder of _____ \$/kWh
<input type="checkbox"/>	Blend	The blend price is a portfolio product defined as a combination of 50% of Companies market rate and 50% of Companies fixed rate. Not applicable where a Fixed rate is unavailable. Fixed price _____ (\$/kWh)
<input type="checkbox"/>	Clean/Green	The Clean or Green priced product can be added to any electric supply option. The selected price will be added to the chosen supply option. <input type="checkbox"/> 50% Green at an additional \$0.008 per kWh <input type="checkbox"/> 100% Green at an additional \$0.016 per kWh

### Facility(s)

To be used when there is more than one account to enroll.

Facility Name (on LDU bill)	Service Address (Street, City, St, Zip)	LDU	LDU Account # or PODID#	LDU Service Class

Please feel free to attach additional copies of this addendum as needed.

Tax Exempt: ☐ Yes ☐ No - If yes, an acceptable exemption form must be attached. Sales Tax will be charged until receipt of the acceptable documentation.

**Purchase Agreement:** NYSEG Solutions, Inc. and/or Energetix, Inc. (identified within as Companies) agree to sell and Customer agrees to buy the quantities of natural gas and/or electricity necessary to serve Customer's usage pattern. Companies, while acting as Customer's agent, will arrange for the purchase and supply of electricity and/or natural gas required by the Customer's usage and will manage the transportation capacity required to deliver the supply to the Local Distribution Company's (LDC) wholesale delivery point. Customer will promptly advise Companies of any changes to its facility that may affect natural gas or electric usage or pattern of usage. Customer will reimburse Companies for all utility charges paid by Companies on Customer's behalf that are not a result of Companies failure to perform hereunder. Residential customers may rescind this Agreement within three (3) business days of Companies receipt of signed agreement or, for telephonic agreements, within three (3) business days of Customer receipt of a copy of the Agreement or, for electronic agreements, within three (3) business days of Customer receipt of electronic verification of Agreement acceptance. To rescind Agreement, Customer shall contact Companies through any means listed in the section herein entitled "Customer Questions and Dispute Resolution." Companies reserves the right to assign the rights and responsibilities for the provision of electric and/or gas supply under existing sales agreements to a third party.

**Customer Information:** Customer hereby appoints Companies as exclusive limited agent, and authorizes Companies to obtain Customer usage data from the LDC; to obtain Customer payment and credit history; and to execute required documents with the LDC on Customer's behalf. Companies will not disclose any customer billing information to any third party unless authorized in writing by the Customer or as required by law. Companies reserve the right to charge an administrative fee for providing customer information to third parties. The services provided by Companies are protected by the terms and conditions of this Agreement. The provisions of the Home Energy Fair Practices Act (HEFPA), which apply to residential customers only, and/or the rules of the Public Service Commission (PSC) protect the rights of residential and business consumers as well as the rights and services of Companies and the LDC. A summary of the rights and protections afforded under HEFPA is issued annually by the LDC and is available from the LDC upon request. The tariffs of the LDC may impose certain other obligations on customers.

**Switching:** Customer may cancel agreement at the end of its term and switch to another supplier or return to the LDC. It may take up to 60 days or more to complete the switch, during which time the Customer is responsible for all Companies charges, including supply and delivery charges if applicable. The switch will be effective as of the next scheduled meter read date by the LDC or the date on which the LDC effects the transition.

**Termination:** Notwithstanding any other provision of this Agreement, in the event that any court or administrative agency takes any action that renders ineffective any material portion of the Agreement, prohibits performance hereunder, or otherwise constitutes a material adverse change for either party, the party adversely affected by such action may terminate this Agreement upon 30 days written notice, subject to any applicable cancellation fee. If Customer experiences, in the opinion of Companies, a material adverse change in the ability to meet obligations hereunder, Companies has the right to request information, security or other assurances from Customer sufficient to satisfy Companies concerns. If Customer breaches any provision of this Agreement, Companies may, in addition to seeking damages for such breach, immediately terminate this Agreement without further notice to Customer unless otherwise governed by HEFPA rules. A breach of this Agreement may occur if Customer fails to: make timely payment of any amount due for services provided hereunder; provide any required financial information, security or other assurance upon request; or otherwise fail to fully comply with the terms and conditions of this Agreement. At termination, should the Customer account not be paid in full, any outstanding amount will be subtracted from any deposit and interest and the balance will be returned to Customer. If account is not paid in full after application of any deposit and interest, Customer is responsible for the remaining balance. Companies will notify the LDC if this Agreement ends and is not renewed or is cancelled. Customer will receive uninterrupted service from the LDC until Customer designates another provider of service, returns to the LDC, or service is shut off by the LDC under procedures approved by the NYS Public Service Commission. The LDC may impose additional obligations on customers through applicable tariff provisions. Customer may cancel the variable price electricity agreement upon 30 days written notice. The initial term of all natural gas agreements is one year. Variable price natural gas agreements continue on a monthly basis thereafter. Companies may send renewal notification and renewal agreement terms 60 days prior to the end of the existing electric or natural gas agreement's current term. If the renewal terms are not acceptable, Customer may terminate the Agreement by providing written notification to Companies within 15 days of receipt of the renewal notification. Companies reserve the right to not offer a renewal notification.

**Cancellation Penalty:** Companies may, at its sole discretion, assess a cancellation penalty to customers canceling service with any fixed price term agreement. The cancellation fee will be \$35.00 for a residential customer, or one of the following for a commercial customer: a) \$150.00 or b) a fee based on the remaining value of the agreement and may include the cost of terminating supply arrangements made on Customer's behalf. This fee does not include any charges by the LDC resulting from Customer's early cancellation.

**Emergency Service:** In the event of an electrical or natural gas emergency situation or when experiencing loss of electricity or poor power quality, Customer should contact the appropriate LDC: NYSEG (Gas)-(800)572-1121, (Electric)-(800)572-1131, RG&E (Gas)-(800)743-1702, (Electric)-(800)743-1701, National Grid (800)892-2345, Con Ed-(800)752-6633, Central Hudson-(800)527-2714, Orange & Rockland-(800)434-4100, National Fuel-(800)444-3130 or Corning Gas-(607)936-3755.

**Customer Questions and Dispute Resolution:** The customer service center is located at 50 Methodist Hill Drive, Suite 1500, Rochester, NY 14623, and is open from 8am to 5pm, Monday through Friday. The toll-free number is (800) 567-6520 for NYSEG Solutions customers and (800) 544-0182 for Energetix customers.

- **For Non-Residential Customers:** In the event of a dispute arising from the terms of this agreement that is not resolved by discussions between the parties, the issue may be submitted by either party to mediation, arbitration, or small claims court. During the dispute, Customer must pay the undisputed portion of any invoice on or before the due date.
- **For Residential Customers:** The NYS Department of Public Service will resolve residential customer complaints. The NYSDPS does monitor complaints against energy service companies. If a residential Customer has a complaint with regards to Companies policies or procedures, or any issues governed by HEFPA rules, Customer should seek resolution by calling 1-800-342-3377 or writing: Department of Public Service, Office of Consumer Services, 3rd floor, Three Empire State Plaza, Albany, NY 12223, or by visiting: [www.dps.state.ny.us](http://www.dps.state.ny.us).

**Bill Payment Process:** Companies may issue a consolidated supply and delivery bill either directly or through the LDC which may include a billing service fee. Companies may otherwise issue a separate bill for energy supply services only in which case Customer will receive a separate bill from the LDC for delivery services. Bill payments are due according to the terms that appear on the bill, typically 23 days after the bill was created. Payments should be made directly to the entity issuing the bill. If an Companies issued bill is not paid in full by the date noted, partial payments will be applied to the outstanding balance. The remaining balance will be subject to a late fee of 1.5% monthly after the late payment date. A history of late payments may be reason for cancellation of the Agreement and possible referral to a collection agent unless otherwise governed by HEFPA rules. Companies reserve the right to conduct credit checks on applicants. Companies provide bills based on LDC meter reads. The LDC will continue to obtain and/or estimate meter reads per their schedule according to PSC approved methods.

**Deposits and Other Fees:** Companies will charge \$20 for returned checks. Companies may request a deposit for service if conditions warrant. Customer deposit will earn interest at a competitive rate, which may vary during the period Companies holds the deposit. If account has been paid in full for 12 consecutive months, the initial deposit and accrued interest will be returned to Customer. If at any time the account balance is greater than permitted under the terms and conditions of this Agreement, Companies may use Customer's deposit, and any accrued interest thereon, to satisfy the outstanding balance. Customer will thereafter be required to restore the deposit to its original amount. Customer agrees to pay Companies any reasonable collection costs and attorneys fees incurred in the collection of any outstanding balance on the Companies account. Any charges for special equipment required by the LDC are Customer's responsibility unless otherwise agreed to in the sales agreement. Companies reserve the right to bill for additional services rendered as prescribed by the LDC's tariff or as required by any directive from governmental oversight agencies.

**Measurement:** The Customer and Companies accept for the purposes of accounting for natural gas and/or electricity delivered under this agreement, the quantity, quality, and measurement determined by the LDC. This may include, but not be limited to, meter readings, estimating routines, and pro-rata practices. Companies assume no liability for errors in measurement.

**Indemnification:** Customer is responsible for, and will indemnify Companies, against any and all: penalties resulting from Customer's failure to fully comply with this Agreement; and damage or injury caused by the natural gas or electricity after its delivery to the Customer's facility. Companies are responsible for, and will indemnify Customer against, any and all damages or injury caused by the natural gas or electricity before its delivery to the customer's facility.

**Force Majeure:** Except as otherwise set forth herein, Force Majeure is the only excuse for non-performance and all other excuses (at law or in equity) are waived. Except for payment obligations, a Force Majeure event will, upon notice, excuse both parties' performance during the event. "Force Majeure" means those events not reasonably anticipated on the effective date hereof and outside the control of the claiming party and include "Force Majeure" events associated with the LDC, the commodity supplier or others used to deliver natural gas or electricity to Customer's facility, curtailment or disruption by the LDC, the commodity supplier or the LDC's appropriation of either natural gas or electricity.

**Liabilities:** The liability of Companies to the Customer is limited by the ability of the LDC to effectively and reliably deliver the energy commodity supply to Customer's point of service. Companies assume no liabilities for energy delivery that are addressed by applicable provisions of the LDC's PSC-approved tariffs. Further, Companies assumes no liabilities whatsoever that are greater than those assumed by the regulated utility that previously provided service to Customer. Companies assume no liability for missed opportunities for customers who are not enrolled in an energy program through no fault of Companies. The Customer assumes the responsibility of verifying their enrollment with Companies if an enrollment confirmation letter or an initial billing is not received within 60 days of submitting a signed agreement for service.

**Miscellaneous:** These *General Terms and Statement of Customer Rights & Responsibilities* are superseded by all authorized revisions of this document. Companies reserve the right to revise the general provisions of this document as necessary without notice. Customer reserves the right to change provisions and terms and conditions in response to PSC regulatory changes and requirements or LDC tariff changes which may affect our ability to serve Customer under the existing terms and conditions. In such instances, we reserve the right to alter contract terms and conditions with a 30-day notice. Companies will supply the Customer with a current version of this document annually and upon request. No modifications to the Sales Agreement terms may be made except for the following: Customer may modify the Sales Agreement, in writing, only in the event of a change to personal data or relocation. Should Companies need to make substantive changes to the Sales Agreement terms, Customer will receive written notice including the option of either acceptance or cancellation. The Sales Agreement shall be interpreted in accordance with the laws of the State of New York. Failure of one provision under the law does not affect the remaining provisions in the agreement.